

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re
Drake T Boley

) Case No. _____
)
) [ONLY FOR CHAPTER 13 CASES]
) DEBTOR'S ATTORNEY'S DISCLOSURE
) OF COMPENSATION AND ANY
) EMPLOYMENT AGREEMENT, AND
) APPLICATION FOR COMPENSATION,
) UNDER 11 USC §329 AND FRBP 2016(b)

Debtor(s)

Debtor's attorney discloses compensation paid or to be paid in the above referenced case. Debtor and debtor's attorney have agreed to attorney compensation, and ☒ have ☐ have not entered into an employment agreement. **A copy of the employment agreement, if any, is attached hereto.**

The applicable schedule for the fee agreement between debtor and debtor's attorney is indicated below. If Schedule 1 or Schedule 2 is selected, debtor(s), acting by and through the undersigned counsel, apply to the court for an order authorizing the compensation specified therein.

☐ **SCHEDULE 1:** The total fee request is \$__ (\$4,750 maximum). This amount represents all fees for the entire life of the case except for appeals or any adversary proceeding. Debtor has agreed to pay fees of \$__ (\$4,750 maximum) and expenses of \$__ for a total of __.

☐ Debtor ☐ (specify) __ has paid \$__, leaving \$__ to be paid through the plan.

☒ **SCHEDULE 2:** Regarding all services rendered through confirmation of the plan plus the initial audit of claims, debtor and debtor's attorney have agreed upon:

☐ (a) a flat fee (i.e., requiring no itemization) of \$__ (\$3,450 maximum). Debtor and debtor's attorney have agreed that post-confirmation services (after the initial audit of claims) will be charged as specified in the attached agreement or, if there is no written agreement, as follows:

☒ (b) an estimated total fee of \$ 3,690.00 and expenses of \$ 310.00. Time records must be kept for all work performed both "pre" and "post" petition. Such records may be requested by the court at any time, and must show the time and rate applied to each service rendered. If the estimated fee exceeds \$3,450, an itemized statement showing the time and hourly rate applied to each service rendered, attached to LBF 1306, must be filed with the court not less than one week prior to the final confirmation hearing.

☒ Debtor ☐ (specify) __ has paid \$ 2,000.00, leaving \$ 2,000.00 to be paid through the plan.

Debtor and debtor's attorney have agreed that post-confirmation services (after the initial audit of claims) will be charged as specified in the attached agreement or, if there is no written agreement, as follows:

☐ **SCHEDULE 3:** [COMPLETE ONLY IF CURRENT ATTORNEY WAS RETAINED AFTER CONFIRMATION OF A PLAN.] Debtor and debtor's attorney have agreed to the fee arrangements as follows:

☐ Debtor ☐ (specify) __ has paid \$__, leaving \$__ to be paid through the plan.

[If the services specified in a previously submitted Schedule 1 or Schedule 2 (through confirmation and the initial audit of claims) were not completed] The debtor, the debtor's former attorney, and the debtor's current attorney have agreed to the following with respect to the former attorney's fees and will apply for any necessary court order for approval:

IMPORTANT:

1. No additional compensation requests will be granted if SCHEDULE 1 is selected, or after a final application is filed if SCHEDULE 2 or SCHEDULE 3 is selected.
2. Supplemental applications for compensation: (a) may only be filed if SCHEDULE 2 or SCHEDULE 3 is selected; (b) will not be considered unless the application is clearly marked as a final compensation application, or unless the supplemental compensation requested is more than \$500 and at least 6 months have expired since the filing of the case or since the filing of any earlier application; and (c) must be filed using LBF #1307, including an itemization of all services previously performed for which no previous itemization and application has been filed.

I certify there is no agreement to share compensation with any other person, except with a regular member, partner, or associate of my attorney firm, except as follows (provide details): __.

I further certify that on 10/12/20 a copy of this document was served on the debtor(s) and trustee.

DATED: 10/12/20

/s/ Michael D. O'Brien

Michael D. O'Brien

Debtor's Attorney

FEE AGREEMENT FOR A CHAPTER 13 BANKRUPTCY

We are proposing to represent you in a chapter 13 bankruptcy. This agreement sets out the terms of work between you and Michael D. O'Brien & Associates, PC, "Firm."

Your chapter 13 is an "hourly fee" case meaning you will be charged for the actual time spent working on your case, including letters, phone calls, and emails to and from you to communicate on the status of your case. Other than the court filing fee which you will pay as detailed below, you will be billed for any actual costs incurred and advanced by the Firm which may include postage, photocopying charges, amendment fees, mortgage lien report fees, appraisal fees, deposition costs, and expert fees.

As mandated by the bankruptcy court, all work we perform for you will be billed in six-minute increments – "0.1" or 1/10th of an hour. The Firm will bill you according to the following rate schedule:

Michael D. O'Brien: \$430 hourly Theodore J. Piteo: \$300 hourly
Paralegal Staff: between \$100-\$175 hourly Support Staff: \$50 hourly

These rates are subject to annual increase at the sole discretion of Firm. Increases up to 5% per year (rounded in \$5 increments) are by agreement presumed reasonable and do not require advance notice.

The *estimated* fee to get your case approved by the Court is \$3,690 + \$310 filing fee. Paid as follows:

- A. **A payment of \$2,000.00 which includes the court filing fee of \$310.00. This must be paid in full before we can file your case.** If you need to divide that into smaller payments, we will become your attorneys and start working once at least \$500.00 is paid.
- B. **The balance of \$2,000.00 will be paid by the Trustee from the money you pay into your case.** This is an estimate and each case is unique. Demands from the trustee or your creditors can cause these fees to be higher.

All work we do for you will be billed to you through the chapter 13 case. We will keep detailed time records and expect to submit invoices to the Court about every six months. You will receive a copy of these invoices. Once approved by the Judge, payment will come from the Trustee out of the money you pay into the case. This might cause your case to run longer or require your plan payment to go up. The best way to keep your fees down is to read and keep the information provided by our office and the Trustee. Even in the most efficient case there is an average of 4 to 6 hours per year of legal services required – so it is not unusual to incur attorney fees of \$1,000 per year. If you have a home mortgage you should expect to incur higher than usual fees due to various notices required by the law and designed to help protect your home.

You have not hired us until you have returned this signed agreement to us and paid at least \$500 towards the attorney fees. If there has been a material change in your circumstances between the date of this quote and the date you retain then we reserve the right to refuse your case. If your case is dismissed when you owe money to this Firm and the Trustee or this Firm is holding funds belonging to you, you specifically authorize us to take such funds/negotiate such checks to pay fees owed to this Firm.

		
Potential Client	Potential Client	Law Firm
9/11/20		10-12-20
Date	Date	Date